

CERTIFICATE OF PUBLICATION

From THE NEWS-POST

Frederick, Md.

Gebhardt & Smith
The World Trade Center-9th Floor
Baltimore, Maryland 21202

MORTGAGE ASSIGNEE'S SALE VALUABLE FEE SIMPLE PROPERTY KNOWN AS 5 WEST MAIN STREET THURMONT, MARYLAND 21788 AND SECURED CREDITOR'S SALE OF INVENTORY AND EQUIPMENT

Under and by virtue of the power of sale contained in the certain Mortgage from Ernest Francis Gelwicks to The First National Bank of Maryland dated March 21, 1984 and recorded among the Land Records of Frederick County, Maryland in Book 1233, Page 178; as modified by a Partial Release and Modification Agreement dated February 28, 1986 and recorded among the Land Records of Frederick County, Maryland in Book 1327, Page 275, the holder of the indebtedness secured by said Mortgage having subsequently assigned the Mortgage to William L. Hallam for purposes of foreclosure by instrument duly executed, acknowledged and recorded among the Land Records of the County aforesaid, default having occurred under the terms of said Mortgage and at the request of the party secured thereby, the undersigned Mortgage Assignee will offer for sale at Public Auction on the premises on:

TUESDAY, MAY 3, 1988

AT 11:00 A.M.

ALL THAT TRACT OR PARCEL OF LAND AND THE IMPROVEMENTS thereon being situate in Frederick County, Maryland and being more particularly described as follows:

BEING part of Parcel One as shown on the plat recorded at Liber 380, Folio 348, among the Land Records of Frederick County, situate on the North side of West Main Street in the Town of Thurmont and also being known as 5 West Main Street, Thurmont, Maryland.

Being all and the same property conveyed to Ernest Francis Gelwicks by Deed dated March 21, 1984 from Paul V. Hahn, Jr. and Ernest F. Gelwicks and recorded among the Land Records of Frederick County, Maryland.

The property is improved by a one story attached block and wood building with felt and tar built up roof, and a small separate block structure in the rear serving as a walk in refrigerator.

The property will be sold subject to all conditions, liens, restrictions, rights of redemption, covenants, encumbrances, and agreements of record affecting the same, if any.

Additionally, pursuant to a Security Agreement dated March 21, 1984 from Ernest Francis Gelwicks to The First National Bank of Maryland, The First National Bank will offer for sale at Public Auction pursuant to the Maryland Uniform Commercial Code at the above location, date, and time all equipment, including refrigerators, and inventory located at the above premises.

MANNER OF SALE: The real estate will first be offered for sale and the bid reserved. The equipment and inventory will be offered as an entirety and the bid reserved. Finally, the real estate, inventory, and equipment will be offered as an entirety and the bid reserved. The manner of sale that generates the highest return will be selected.

Frederick, Md.

This is to certify that the annexed

was published in

a newspaper

published in Frederick County on the following

dates:

4/16 - 23 - 30/88

THE NEWS-POST

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TERMS OF SALE: If the real property, inventory, and equipment are sold as an entirety, a deposit of Five Thousand Dollars (\$5,000.00) in cash or certified check, will be required of the purchaser(s) at the time and place of sale. Balance due within 30 days after final ratification of the sale by the Circuit Court for Frederick County. Interest to be paid by the purchaser(s) on the unpaid purchase money at the rate of 10% per annum from day of sale to day of settlement. Taxes, water rent, and all other municipal charges and liens to be adjusted to day of sale. All other public charges and assessments payable on an annual basis, including sanitary and/or metropolitan district charges, if any, to be adjusted for the current year to day of sale and assumed thereafter by the purchaser(s). Cost of all documentary stamps, recordation taxes, document preparation, and transfer taxes to be paid by the purchaser(s). The Mortgage Assignee reserves the right to reject any and all bids. If the real property, inventory, and equipment are sold separately, the inventory and equipment must be paid for, by cash or certified check, at the time and place of sale and the above deposit still will be required with respect to the sale of the real property.

The real property will be sold in an "AS IS" condition and without any warranties, either express or implied, as to the nature, condition or description of improvements, and subject to all easements, liens, conditions, existing housing, and zoning code violations, matters and restrictions of record affecting same, if any. The purchaser(s) at the foreclosure sale shall assume the risk of loss for the above referenced property after the date of the sale.

In the event that the purchaser(s) fail to go to settlement as required, the aforementioned deposit shall be forfeited and the property shall be resold at the purchaser(s) risk and expense.

The inventory and equipment will be sold "as is, where is, and with all faults," and shall be SUBJECT TO NO WARRANTIES, EITHER EXPRESS OR IMPLIED BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Because the inventory and equipment are being sold by The First National Bank of Maryland pursuant to the Maryland Uniform Commercial Code, the Bank neither covenants nor agrees to warrant or defend title to the inventory and equipment and will transfer to the purchaser(s) only such right, title, and interest in the inventory and equipment as the Bank may have and convey pursuant to the Maryland Uniform Commercial Code.

The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. The Auctioneer and the Mortgage Assignee do not make any representation or warranties with respect to the accuracy of this information.

**WILLIAM L. HALLAM
MORTGAGE ASSIGNEE
THE FIRST NATIONAL BANK OF
MARYLAND, SECURED CREDITOR**

ATLANTICA AUCTIONS, INC.

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